

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM

LEHMAN PROGRAM SECURITY

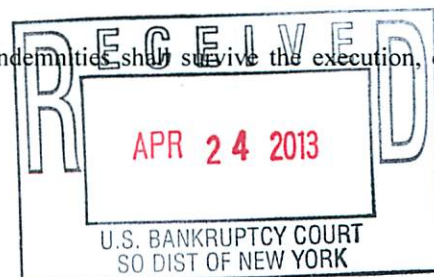
TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Intesa Sanpaolo Private Banking S.p.A.** ("**Seller**"), acting on behalf of one of its customers (the "**Customer**") hereby unconditionally and irrevocably sells, transfers and assigns to **Credito Emiliano** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **51234** filed by Seller (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery



and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.


5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 9 day of January 2013.

Intesa Sanpaolo Private Banking S.p.A.

By: 
Name: Paolo Pollastri
Title: Head of Legal

Intesa Sanpaolo Private Banking S.p.A.
Via Hoepli, 10
20122 Milano

Credito Emiliano S.p.A.

By: 
Name: Giorgio Ferrari
Title: Chairman of the Board
Via Emilia S.Pietro, 4
42121 Reggio Emilia

Attn. Efisio Bertrand
Phone 0039 0522 582601
Fax 0039 0522 583129
Email ebertrand@credem.it

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,
other than for security, of the claim referenced in this evidence and notice.

Credito Emiliano S.p.A.
Name of Transferee

Intesa Sanpaolo Private Banking S.p.A.
Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim #: 51234
Total Amount of Claim: \$ 195,356,055.02
Claim transferred: \$ 37,611.42

Credito Emiliano S.p.A.
Via Gandhi 2/C
42123 Reggio Emilia
Italy
Attn: Stefania Catellani
E-mail: scatellani@credem.it

Date Claim Filed: October, 26 2009

Phone: 0039 0522 582464
Last Four Digits of Acct #: N/A

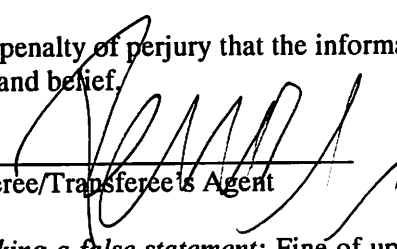
Phone: 0039 02 87940451
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: *[inserire contatto telefonico del ricevente il pagamento per conto del cessionario]*
Last Four Digits of Acct #: N/A

[Inserire riferimenti bancari del cessionario]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: 05th April 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. §1152 & 3571.

Schedule 1

Transferred Claims

Purchased Claim

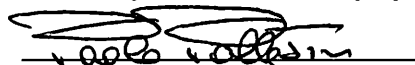
% 0,160% of XS0176153350 = USD 37,611.42 of USD 23,386,781.76 (i.e. the outstanding amount of XS0176153350 as described in the Proof of Claim dated October 26, 2009 and filed on October 28, 2009),

Which equals 0,019% of the Proof of Claim = USD 37,611.42 of USD 195,356,055.02 (the outstanding amount of the Proof of Claim dated October 26, 2009 and filed on October 28, 2009),

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Br. FRN 2013	XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 25,000 (equivalent to USD 35,377.50)	EUR 1,578.63 (equivalent to USD 2,233.92)	10/10/2013	EUR 26,578.63 (equivalent to USD 37,611.42)

Intesa Sanpaolo Private Banking S.p.A.



Credito Emiliano S.p.A.

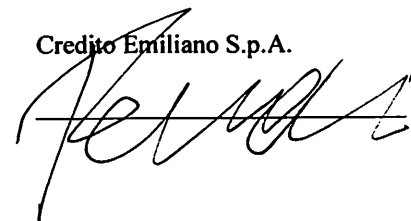


Exhibit C

[address and name of Transferee]

Address for Notices:

CREDITO EMILIANO S.P.A.
VIA EMILIA S.PIETRO 4
42121 REGGIO EMILIA (ITALY)
Attn. Stefania Catellani
Tel 0039 0522 582464
Email scatellani@credem.it

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000051234



THIS PAGE IS FOR COURT USE ONLY

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

INTESA SANPAOLO PRIVATE BANKING S.p.A.

Via Hoepli, 10 20121 Milano, Italy

Ref. Paolo Pollastri (legal Departement)

+39 02 87940437 paolo.pollastri@intesasnanpaoloprivate.it affarilegali@intesasnanpaoloprivate.it

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 195,356,055.02 (Required)

PLEASE SEE THE ATTACHED ANNEX

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

PLEASE SEE THE ATTACHED ANNEX

International Securities Identification Number (ISIN):

(Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:

PLEASE SEE THE ATTACHED ANNEX

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

Clearstream Bank S.A. account number 11037

(Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

10/26/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Giampio Bracchi (Chairman)

FOR COURT USE ONLY

FILED / RECEIVED

OCT 28 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

ANNEX TO THE POC LPS OF INTESA SANPAOLO PRIVATE BANKING (03239)												
BONDS HELD ON CLIENTS' ACCOUNT												
CLEARSTREAM ACCOUNT No. 11037												
ISIN CODE	Issue currency	change at 09/15/2008	Principal amount in currency	Principal amount converted in USD as on the exchange on 09/15/2008	Interest accrued up to 09/15/2008 (excluded) in currency	Interest accrued (excluded) converted in USD	Interest rate	Interest accrued up to 11/02/2009 in currency	Interest accrued from 09/15/2008 up to 11/02/2009 converted in USD	Amount of the claim in currency	Amount of the claim in USD	Clearing system blocking number
XS0128857413	EUR	1.4151	291,000.00	411,794.10	6,505.64	9,206.14	6.375000	20,973.22	29,879.20	318,478.86	450,679.44	CA19042
XS0162289663	EUR	1.4151	410,000.00	580,191.00	4,487.22	6,349.87	2.000000	9,270.56	13,118.76	423,757.78	599,659.63	CA19050
XS0163559841	EUR	1.4151	375,000.00	530,662.50	7,279.34	10,300.99	3.828850	16,236.97	22,976.93	398,516.31	563,940.42	CA19057
XS0176153350	EUR	1.4151	15,545,000.00	21,997,729.50	443,489.27	627,553.36	3.061960	538,123.73	761,498.90	16,526,593.00	23,386,781.76	CA19065
XS0178989209	EUR	1.4151	1,259,000.00	1,781,610.90	34,783.51	49,222.14	3.439390	48,955.23	69,276.54	1,342,738.74	1,900,108.59	CA19082
XS0179304869	EUR	1.4151	6,073,000.00	8,593,902.30	37,324.66	52,818.12	5.268000	361,693.71	511,832.77	6,472,018.37	9,158,553.19	CA19094
XS0181945972	EUR	1.4151	1,150,000.00	1,627,365.00	27,622.82	39,089.05	3.558270	48,262.45	65,466.00	1,223,885.27	1,731,920.04	CA19120
XS0183944643	EUR	1.4151	7,112,000.00	10,064,191.20	224,290.33	317,983.24	4.750000	381,924.28	540,461.05	7,718,214.60	10,922,045.49	CA18864
XS0185655445	EUR	1.4151	4,116,000.00	5,824,551.60	103,118.84	145,923.46	4.519150	212,282.86	300,401.48	4,431,401.70	6,270,876.55	CA18893
XS0188294225	EUR	1.4151	660,000.00	933,986.00	11,324.46	16,025.24	4.319150	32,228.06	45,605.92	703,552.51	995,597.16	CA19139
XS0189741001	EUR	1.4151	32,325,000.00	45,743,107.50	343,679.40	486,340.72	5.316000	1,942,743.28	2,749,176.01	34,611,422.68	48,978,624.23	CA18931
XS0193035358	EUR	1.4151	14,696,000.00	20,796,309.60	53,201.56	75,286.53	5.213000	866,121.41	1,225,648.41	15,615,322.98	22,097,243.55	CA18950
XS0195431613	EUR	1.4151	502,000.00	710,380.20	4,308.96	6,097.61	4.973030	26,223.88	39,938.61	534,532.84	786,417.42	CA28702
XS0197173643	EUR	1.4151	20,000.00	28,302.00	119.99	169.80	4.50	1,017.50	1,439.86	21,137.49	29,911.67	CA19164
XS0200284247	EUR	1.4151	593,000.00	839,154.30	17,740.82	25,105.03	3.050040	20,448.06	28,938.05	631,188.88	893,195.38	CA19165
XS0202417050	EUR	1.4151	70,000.00	99,057.00	1,861.17	2,633.75	3.003480	2,376.92	3,363.58	74,238.09	105,054.33	CA19183
XS0205186456	EUR	1.4151	12,622,000.00	17,861,392.20	64,032.11	90,611.84	5.218000	744,601.93	1,053,686.19	13,430,634.05	19,005,690.24	CA18983
XS0208459023	EUR	1.4151	285,000.00	403,303.50	6,395.56	9,050.36	3.158940	10,178.37	14,403.41	301,573.93	426,757.26	CA19199
XS0210414750	GBP	1.78235	34,000.00	60,599.90	1,082.24	1,928.93	5.000000	1,921.94	3,425.58	37,004.18	65,954.41	CA19205
XS0210782552	EUR	1.4151	1,308,000.00	1,850,950.80	28,718.11	40,638.99	3.540000	52,348.34	74,078.14	1,389,066.45	1,965,667.93	CA19209
XS0211093041	EUR	1.4151	4,123,000.00	5,834,457.30	47,763.71	67,590.43	2.000000	93,225.61	131,923.56	4,263,989.33	6,033,971.29	CA19000
XS0211814123	EUR	1.4151	1,003,000.00	1,419,345.30	24,221.62	34,276.02	4.169150	47,275.96	66,900.21	1,074,497.58	1,520,521.53	CA19236
XS0213899510	EUR	1.4151	3,703,000.00	5,240,115.30	77,103.56	109,109.25	4.000000	167,457.89	236,989.66	3,947,561.45	5,586,194.21	CA18405
XS0213971210	EUR	1.4151	25,000.00	35,377.50	247.95	350.87	2.000000	565.28	799.92	25,813.22	36,528.29	CA19251
XS0218304458	EUR	1.4151	30,000.00	42,453.00	696.16	985.14	7.000000	2,374.17	3,359.88	33,070.33	46,797.83	CA19258
XS0224346592	EUR	1.4151	12,790,000.00	18,099,129.00	103,616.05	146,627.07	5.208000	753,086.67	1,065,864.65	13,646,682.72	19,311,420.72	CA26017
XS0229289856	EUR	1.4151	25,000.00	35,377.50	1,260.25	1,783.37	5.125000	1,448.52	2,049.81	27,708.77	39,210.68	CA19267

Signature	<i>Giampaio Bracchi</i>
Name	Giampaio Bracchi
Position	Chairman